

1
2 **BEFORE THE**
3 **SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

4 **DOCKET NO. _____**
5

6 **In the Matter of**)
7)
8 **Application of TracFone**)
9 **Wireless, Inc. For Designation**)
10 **as an Eligible Telecommunications**)
11 **Carrier in the State of South Carolina**)
12 **for the Limited Purpose of Offering**)
13 **Lifeline Service to Qualified Households**)
14
15

DIRECT TESTIMONY OF
F.J. POLLAK

16 **Q: WHAT IS YOUR NAME AND OCCUPATION?**

17 A: My name is F.J. Pollak. I am TracFone Wireless, Inc.'s President and Chief
18 Executive Officer, the co-founder of the company and I also serve on the CTIA -
19 The Wireless Association® Board of Directors and the CTIA Executive
20 Committee. Prior to my involvement in TracFone, I was President and CEO of
21 PTC Cellular, a wireless reseller in more than 30 states and a subsidiary of
22 Peoples Telephone Company.

23 **Q: WHAT IS TRACFONE?**

24 A: TracFone Wireless, Inc. is a 98%-owned subsidiary of America Movil. America
25 Movil is the 4th largest wireless telecommunications carrier in the world, serving
26 over 186 million customers throughout Latin America, the Caribbean and the
27 United States. TracFone is the largest provider of prepaid wireless service in the
28 United States serving over 11 million customers under the brands TracFone,
29 NET10, Straight Talk, and SafeLink Wireless. TracFone's market share in
30 prepaid wireless continues to grow, now at over 30% according to Neilson and

1 others. TracFone is also the 5th largest wireless carrier and largest mobile virtual
2 network operator in the United States in terms of total customer counts.

3 **Q: DOES TRACFONE HAVE A PRESENCE IN SOUTH CAROLINA?**

4 A: TracFone is incorporated under the laws of the State of Delaware and is
5 headquartered at Miami, Florida. Its corporate offices are located at 9700 N.W.
6 112th Avenue, Miami, FL 33178. TracFone is a reseller of commercial mobile
7 radio service throughout the United States, including the State of South Carolina.
8 TracFone provides service through a “virtual network” consisting of services
9 obtained from numerous licensed operators of wireless networks. TracFone has
10 provided CMRS service throughout the State of South Carolina continuously for
11 the past ten years. In South Carolina, TracFone obtains service from the
12 following underlying carriers: AT&T Wireless, T-Mobile, US Cellular, and
13 Verizon Wireless. TracFone’s arrangements with these providers enable it to
14 offer services wherever any of those providers offer service in the State of South
15 Carolina. TracFone service is available wherever wireless service is available in
16 South Carolina.

17 **Q: DOES TRACFONE HAVE THE ABILITY TO PROVIDE LIFELINE?**

18 A: Yes. TracFone, through its arrangements with the underlying carriers listed
19 above, has the ability to provide all services and functionalities supported by the
20 universal service program, as detailed in the FCC Rules throughout South
21 Carolina. Upon designation as an ETC, TracFone will make available to
22 consumers a Lifeline offering, under the trade name SafeLink Wireless, which
23 will provide consumers with all of the functionalities and features currently
24 provided by TracFone to existing customers. TracFone will provide Lifeline

1 service to qualifying customers requesting these services throughout South
2 Carolina pursuant to the universal service program and in accordance with federal
3 law.

4 TracFone's original petition set forth a plan to offer both Lifeline and Link
5 Up to eligible customers. TracFone has decided to only offer Lifeline service. As
6 I will explain later, all qualified South Carolinians will receive a specified number
7 of airtime minutes each month, plus an E911-compliant wireless handset free of
8 charge, when they enroll in TracFone's Lifeline service.

9 **Q: CAN TRACFONE DIFFERENTIATE ITSELF FROM OTHER ETCs? IF**
10 **SO, HOW?**

11 A: TracFone's Lifeline offerings differ from other ETCs' Lifeline programs in
12 several very important respects. For one thing, TracFone will offer low income
13 consumers the convenience and portability of wireless services. In addition,
14 unlike all other ETCs' Lifeline programs, TracFone's Lifeline service will
15 provide quantities of wireless usage at no charge to the consumer. Stated simply,
16 TracFone's Lifeline service will be free to qualified subscribers. Typically,
17 Lifeline programs provide participating consumers with discounts below carriers'
18 standard rates. However, enrolled Lifeline customers still must pay the ETC's
19 discounted rates as well as standard rates for additional services not subject to the
20 Lifeline discount (including, for example, long distance toll charges and charges
21 for vertical features like call waiting and caller ID), and face service termination if
22 they fail to pay the amounts owed. For example, if a provider's standard monthly
23 charge is \$30.00 and the Lifeline customer receives a \$10.00 discount funded by

1 the USF, the customer still receives an invoice for \$20.00, plus additional charges
2 incurred during the billing period. TracFone's Lifeline customers will not receive
3 any bill. Furthermore, unlike other ETCs' Lifeline programs, TracFone's Lifeline
4 customers will be able to initiate and receive calls from their wireless phones
5 while incurring no activation charges.

6 **Q: DOES TRACFONE MEET THE REQUIREMENTS FOR ETC**
7 **DESIGNATION?**

8 A: TracFone meets the requirements for ETC designation contained in both federal
9 and South Carolina state regulations. TracFone recognizes that the
10 Communications Act states that ETCs shall offer services, at least in part, over
11 their own facilities and prohibits state commissions from designating as an ETC a
12 telecommunications carrier that offers services exclusively through the resale of
13 another carrier's services. South Carolina has a similar regulation requiring each
14 ETC petitioner to certify that it will offer services using its own facilities or a
15 combination of its own facilities and resale of another carrier's services.
16 However, on September 8, 2005, the FCC granted a petition filed by TracFone
17 that requested the FCC to exercise its forbearance authority with respect to the
18 facilities-based service requirement. In an Order dated April 11, 2008, the FCC
19 granted all of TracFone's pending petitions for designation as an ETC in ten states
20 and the District of Columbia, subject to the conditions set forth in the TracFone
21 Forbearance Order.

22 **Q: HAVE OTHER STATES COMPLIED WITH THE FORBEARANCE**
23 **ORDER?**

1 A: Yes; several state commissions have designated TracFone as an ETC, including
2 the Florida Public Service Commission, the Georgia Public Service Commission,
3 the Michigan Public Service Commission, the New Jersey Board of Public
4 Utilities, the Public Utilities Commission of Ohio, the Texas Public Utility
5 Commission, and the West Virginia Public Service Commission. TracFone also
6 anticipates that the Illinois Commerce Commission will designate it as an ETC in
7 the near future.

8 **Q: WHAT FUNCTIONS WILL TRACFONE OFFER TO LIFELINE**
9 **SUBSCRIBERS IF GRANTED ETC STATUS?**

10 A: TracFone will offer upon designation as an ETC in South Carolina, all of the
11 services and functionalities required by the FCC's Rules and South Carolina's
12 regulations. These services and functionalities include the following:
13 Voice Grade Access to the Public Switched Network.

14 The voice grade access provided by TracFone enables a user of
15 telecommunications services to transmit voice communications, including
16 signaling the network that the caller wishes to place a call, and to receive voice
17 communications, including receiving a signal indicating there is an incoming call.
18 Local Usage.

19 As part of the voice grade access to the public switched telephone
20 network, an ETC must provide local calling. TracFone provides subscribers the
21 ability to send and receive local phone calls wherever it provides service.
22 Moreover, local usage is included in TracFone's calling plan. The FCC Rules
23 require an ETC applicant to show it has a local usage plan comparable, although

1 not identical, to that offered by the ILECs in the same service areas. Further, the
2 FCC has not adopted any minimum local usage requirements. As a designated
3 ETC, TracFone will comply with any applicable minimum local usage
4 requirements established by the FCC.

5 Wireless and wireline services, though increasingly substitutable for each
6 other, are different from each other and they are priced differently. Unlike any
7 ILECs' or other ETCs' Lifeline plans, TracFone's Lifeline offerings will go
8 beyond those of other providers in a very important respect: TracFone's Lifeline
9 customers will receive as part of Lifeline service specified amounts of free
10 wireless service. That is, Lifeline customers will be able to use TracFone's
11 service to initiate and receive specified amounts of wireless calling -- local and
12 long distance, including international calls to more than 60 destinations -- with no
13 charge to the customers.

14 Dual Tone Multi-Frequency (DTMF) Signaling or Its Functional Equivalent.

15 DTMF signaling allows carriers to provide expeditious call set-up and call
16 detail information and enables modem usage. All telephone handsets provided
17 by TracFone are DTMF-capable as required by federal law.

18 Single-party service or Its Functional Equivalent.

19 Single-party service means that only one party will be served by a
20 subscriber line or access loop in contrast to a multi-party line. TracFone provides
21 customers with single-party access for the duration of every phone call.

22 Access to 911 and E911 Emergency Service.

1 TracFone provides universal access to the 911 system for its customers.
2 TracFone has implemented and will continue to implement enhanced 911 services
3 consistent with the FCC's Rules and orders applicable to wireless resellers.
4 Given that TracFone is a reseller, it does not own or operate any facilities.
5 Therefore, the requirement in South Carolina regulations that TracFone
6 demonstrate that it has a reasonable amount of back-up power, an ability to
7 reroute traffic around damaged facilities, and a capability to manage traffic spikes
8 is not applicable. However, TracFone has the ability to remain functional in
9 emergency situations. TracFone provides service in South Carolina by reselling
10 services of underlying wireless network carriers, including AT&T Wireless, T-
11 Mobile, US Cellular, and Verizon Wireless. Those network operators have
12 implemented state-of-the-art network reliability standards and TracFone and its
13 customers benefit from their high standards. Throughout its ten years of
14 existence, TracFone's service reliability has compared favorably with that of any
15 facilities-based operator in the wireless telecommunications industry.

16 Access to Operator Services.

17 TracFone offers all of its customers access to operator services.

18 Access to Interexchange Service.

19 TracFone does not impose separate charges for interexchange calls. Long
20 distance calling is included in TracFone's service with no additional charge.

21 Access to Directory Assistance.

1 All TracFone customers, including those customers located in South
2 Carolina, have access to directory assistance services provided by TracFone's
3 vendors.

4 Toll Limitation for Qualified Low-Income Customers.

5 There is no need for TracFone to offer a toll limitation feature to
6 qualifying low-income customers. Since TracFone's service is a prepaid service,
7 no customers will be disconnected for failure to pay toll charges or, for that
8 matter, any other charges. TracFone treats long distance minutes of use as any
9 other usage and the customers are not subject to additional charges for toll
10 services.

11 **Q: HOW QUICKLY WILL TRACFONE BE ABLE TO START PROVIDING**
12 **LIFELINE SERVICE?**

13 Within a very reasonable timeframe, since TracFone provides service in South
14 Carolina by reselling service which it obtains from underlying facilities-based
15 providers. Each of those providers' networks are operational and are largely built
16 out. Thus, TracFone already serves those areas. The only delay will be the time
17 needed to implement procedures and internal systems to offer the Lifeline
18 program.

19 **Q: HOW RELIABLE IS TRACFONE'S QUALITY OF SERVICE?**

20 **A:** As a reseller of other carriers' wireless services, TracFone's service is of the same
21 quality and reliability as that of its underlying vendors. I cannot assure the
22 Commission that TracFone will never experience service disruptions. Occasional
23 dropped calls and inconsistent coverage depending on atmospheric conditions are
24 a fact of life in the wireless industry. However, TracFone's service is as reliable

1 as that of any other wireless provider serving the South Carolina market. To
2 demonstrate its commitment to high service quality, TracFone will comply with
3 the CTIA - The Wireless Association® Consumer Code for Wireless Service.
4 (Attached as Exhibit 1) TracFone's SafeLink Wireless service is also subject to a
5 Privacy Policy available to all customers on its website at www.safelink.com.
6 (Attached as Exhibit 2)

7 **Q: HOW WILL TRACFONE ENSURE THAT ELIGIBLE CUSTOMERS ARE**
8 **MADE AWARE OF ITS SERVICES?**

9 A: TracFone will aggressively advertise the availability of its SafeLink Wireless
10 Lifeline service and the associated charges using media of general distribution, in
11 accordance with the requirements under federal and South Carolina state law.
12 TracFone plans to utilize such marketing and outreach efforts as necessary and
13 appropriate to ensure that as many eligible consumers as possible avail
14 themselves of TracFone's prepaid wireless Lifeline offering. TracFone
15 understands that it will be competing with other ETCs in South Carolina,
16 including the incumbent local exchange carriers, to be chosen by consumers to be
17 their Lifeline service provider. TracFone will utilize traditional means for
18 promoting the availability of its Lifeline program. These means will include print
19 and broadcast advertising in media outlets most likely to reach consumers eligible
20 for Lifeline. These would include national publications as well as local and
21 community newspapers, and commercial broadcast stations, especially those
22 stations whose programming is targeted to significant lower income communities
23 including, for example, Spanish language stations in areas with significant

1 Spanish-speaking populations. Sample print advertisements are attached as
2 Exhibit 3.

3 **Q: WILL TRACFONE COMPLY WITH THE LIFELINE CERTIFICATION**
4 **AND VERIFICATION REQUIREMENTS?**

5 A: TracFone understands that this Commission requires ETCs to follow the FCC's
6 certification and verification requirements. TracFone will certify and verify
7 consumer eligibility in accordance with the FCC's requirements.

8 **Q: WHY SHOULD TRACFONE BE DESIGNATED AS AN ETC?**

9 A: The FCC has determined that designation of competitive ETCs promotes
10 competition and benefits consumers by increasing customer choice, innovative
11 services, and new technologies. This is particularly applicable in the rural areas
12 served by TracFone within the State of South Carolina - areas that in most cases
13 are not presently served by competitive wireline carriers that could provide an
14 alternative to the incumbent LECs. Designation of TracFone as an ETC will
15 provide a valuable alternative to the existing telecommunications services
16 available in these areas. Those public interest benefits include larger local calling
17 areas, the convenience and security afforded by mobile telephone service, the
18 opportunity for customers to control their costs by purchasing in advance only the
19 volumes of service which they need and supplementing those quantities on an as-
20 needed basis after exhausting their monthly supply of free service, and,
21 availability of E911 service in accordance with the FCC's E911 requirements. In
22 addition, TracFone's inclusion of toll calling within its calling plans will enable
23 consumers to avoid the risk of becoming burdened with large and unanticipated
24 charges for toll calling.

1 **Q: IS TRACFONE ADDRESSING THE CURRENT ECONOMIC**
2 **DOWNTURN?**

3 A: TracFone's SafeLink Lifeline service offers important benefits that are especially
4 needed by low income South Carolina residents in this time of economic
5 downturn. As the Commission is aware, the Dow Jones Industrial Average, a
6 primary indicator of the health of the economy, has substantially declined since
7 2008. Thus, the savings accounts upon which many South Carolina residents
8 depend for emergencies and for retirement have been significantly eroded.
9 According to the United States Bureau of Labor Statistics, as of May 2009, South
10 Carolina experienced an unemployment rate of 12.1 percent -- one of the highest
11 state unemployment rates. These conditions have had a significant impact on
12 South Carolina residents. The availability of a mobile telephone is critical to
13 many unemployed South Carolina residents' efforts to search for other
14 employment opportunities. Without a mobile telephone, unemployed individuals
15 face extreme difficulty in finding a job. A mobile telephone allows individuals to
16 be reached at any time and location and enables unemployed individuals to
17 respond to potential employers immediately. In addition, a mobile telephone
18 assists employed low-wage individuals by allowing those individuals to stay in
19 contact with employers, manage relationships with supervisors, and respond to
20 requests to work additional shifts or hours. In fact, I was recently contacted by
21 the President of WorkSquare, a company that focuses on staffing and recruitment
22 of low-wage positions in Miami, Florida. I was informed that WorkSquare
23 aggressively promotes TracFone's SafeLink Wireless Lifeline program to job

1 seekers so that they can have access to mobile telephone service to facilitate their
2 ability to seek and maintain employment. TracFone's SafeLink Wireless Lifeline
3 program will enable thousands of South Carolina residents, including residents
4 seeking employment and residents with low-wage positions, to obtain a handset
5 and wireless service which would otherwise be unavailable to them.

6 **Q: WHY DOES SOUTH CAROLINA NEED ANOTHER ETC?**

7 A: The FCC has identified factors to be considered in determining whether
8 designation of an additional ETC would serve the public interest. These include
9 the benefits of increased competitive choice and the unique advantages of the
10 applicant company's service offerings.

11 **Q: WHAT ARE SOME BENEFITS OF INCREASED COMPETITIVE**
12 **CHOICE?**

13 A: The benefits of competitive choice are especially valuable in situations in which
14 wireless providers like TracFone seek to provide service to rural communities and
15 elsewhere. The availability of a wireless competitive alternative benefits those
16 rural consumers who often must drive significant distances to work, schools,
17 stores, and other community locations. TracFone's prepaid wireless service
18 alternative will provide all Lifeline qualified consumers with convenient and
19 affordable telecommunications service, both from their residences and when they
20 are away from their homes.

21 TracFone believes that many consumers, including qualified Lifeline
22 customers, view the portability and convenience of wireless service as a modern
23 necessity, not a luxury. Parents need to be able to reach their children wherever

1 they may be, and vice versa; persons seeking employment opportunities need to
2 be reachable by potential employers, even when they are away from home;
3 persons need to be able to call for emergency assistance while away from home,
4 since not all emergencies requiring 911 access occur at home. TracFone
5 recognizes that not all Lifeline-eligible low income South Carolinians will select
6 TracFone's SafeLink Wireless offering. Some consumers will prefer the
7 traditional Lifeline plans of other ETCs, such as that of their incumbent wireline
8 local exchange carrier. For those consumers who would prefer the benefits of a
9 wireless Lifeline plan, SafeLink Wireless will provide an important alternative.
10 According to FCC data, South Carolina's statewide Lifeline participation rate is
11 only 7.5 percent of eligible households. In other words, nearly ninety-three
12 percent of low income South Carolina households which are eligible to participate
13 in Lifeline are not doing so. TracFone expects that qualified consumers will elect
14 to participate in Lifeline, if a wireless option is available, and that the availability
15 of competing Lifeline programs will encourage greater participation in Lifeline.

16 **Q: WHAT ARE THE ADVANTAGES OF TRACFONE'S SERVICE**
17 **OFFERINGS.**

18 A: As described earlier in my testimony, TracFone's entire business model is
19 predicated on providing easy-to-use, pay-as-you-go, affordable wireless
20 telecommunications service to consumers to whom wireless service would be
21 otherwise unavailable or unaffordable. TracFone offers consumers an opportunity
22 to acquire wireless service using state-of-the-art handsets and such features as
23 caller ID, voice mail, text messaging, and long distance calling without toll

1 charges, as well as international calling to more than 60 destinations. Because
2 TracFone's service requires no term contracts, no minimum service periods or
3 volume commitments, no credit checks, and no early termination fees, the service
4 is available to everyone – irrespective of age; irrespective of residency;
5 irrespective of creditworthiness. Moreover, TracFone's prepaid service is unique
6 in that usage information and remaining balance information is stored in the
7 handsets and is thus available to consumers on a "real-time" basis. TracFone's
8 prepaid service offers Lifeline-qualified customers access, quality and price.

9 **Q: WHAT ARE THE GENERAL TERMS OF TRACFONE'S SAFELINK**
10 **LIFELINE SERVICE?**

11 A: Each TracFone Lifeline customer will be provided with 63 minutes of use each
12 month. Those minutes will be automatically added to each customer's prepaid
13 account balance each month. Unused minutes will roll over from month-to-month
14 so long as the customer remains enrolled in the Lifeline program. In addition,
15 Lifeline customers will be allowed to purchase additional usage cards at a rate of
16 \$0.20 per minute. TracFone pledges that one hundred percent of the federal
17 Lifeline support it receives will be flowed through to Lifeline customers in the
18 form of free usage. TracFone will make available E911-compliant handsets to its
19 participating Lifeline customers at no charge. TracFone will pre-activate handsets
20 provided to qualified customers, enroll the customers in the Lifeline plan, and
21 allocate the appropriate number of minutes of usage to the customers' accounts.
22 The handsets will be delivered to customers upon enrollment in the program with
23 the first month's free usage allotment already activated. The phones will remain

1 active for one year even if no additional usage is purchased. Low income
2 customers who have limited access to communications sources will gain
3 immediate and free access to wireless telecommunications service simply by
4 turning on the handsets provided by TracFone. A copy of the SafeLink Wireless
5 service terms and conditions is attached as Exhibit 4.

6 **Q: WHAT KIND OF IMPACT WILL TRACFONE HAVE ON THE**
7 **UNIVERSAL SERVICE FUND IF GRANTED ETC STATUS?**

8 A: The FCC considered the impact on the USF when determining whether to grant
9 TracFone's petitions for designation as an ETC and concluded that designation of
10 TracFone as an ETC for the limited purpose of offering Lifeline would not have a
11 significant impact on the USF. The FCC noted in its decision granting TracFone
12 forbearance from the facilities requirement for ETCs: "Any increase in the size of
13 the fund would be minimal and is outweighed by the benefit of increasing eligible
14 participation in the Lifeline program, furthering the statutory goal of providing
15 access to low-income consumers."

16 Whatever impact classification of TracFone as an ETC will have on the
17 universal service fund will be negligible. TracFone seeks ETC designation solely
18 to enable it to offer Lifeline benefits to eligible low income consumers. TracFone
19 does not seek access to funds from the federal Universal Service Fund for the
20 purpose of obtaining high cost support. In 2007, low-income support accounted
21 for only 11.8 percent of the distribution of the total universal service fund, while
22 high-cost support accounted for 61.6 percent. It is important to recognize the
23 differences between low income funding for the Lifeline program and high cost

1 funding. With Lifeline, ETCs only receive USF support for customers they
2 obtain. If TracFone acquires Lifeline customers currently served by other ETCs,
3 TracFone will gain the Lifeline support for those customers, but the ETCs losing
4 the customers will lose the support. TracFone will only increase the amount of
5 USF Lifeline funding in situations where it obtains new Lifeline customers; that
6 is, customers not currently enrolled in other ETCs' Lifeline programs. In
7 contrast, with high cost support, when new ETCs enter the market and capture
8 customers from the existing ETCs, both the incumbent ETCs and the new ETCs
9 receive high cost support -- based on the incumbent LECs' costs, thereby
10 increasing the size of the USF.

11 Significantly, TracFone's designation as an ETC will not increase the
12 number of persons eligible for Lifeline support. As stated in the Communications
13 Act, the universal service fund was established to ensure that quality services are
14 available to all individuals at just, reasonable, and affordable rates. TracFone's
15 ability to increase the Lifeline participation rate of qualified low-income
16 individuals will further the goal of Congress to provide all individuals with
17 affordable access to telecommunications service.

18 **Q: ARE THERE ANY OTHER WAYS IN WHICH TRACFONE'S**
19 **DESIGNATION AS AN ETC WILL BENEFIT THE PUBLIC INTEREST**
20 **IN SOUTH CAROLINA?**

21 **A:** As a national leader in prepaid wireless services, TracFone has done much to
22 advance the availability of wireless service for those portions of the population for
23 whom wireless service is otherwise unavailable or, if available, is too costly and

1 requires term duration and volume commitments which are beyond the means of
2 many consumers.

3 Moreover, designation of TracFone as an ETC will serve the public
4 interest by further promoting the extensive role TracFone plays in the provision of
5 communications services to lower income and lower volume users, transient
6 users, as well as other consumers who either choose not to enter into long-term
7 service commitments or who are unable to meet the credit requirements necessary
8 to obtain service from other wireline or wireless carriers. TracFone's "pay-as-
9 you-go" wireless service enables consumers to enjoy the convenience and security
10 of wireless telecommunication without being subject to extensive credit reviews
11 and long-term service commitments which historically have limited the
12 availability of wireless service to many Americans, including many South
13 Carolina residents.

14 **Q: IS THERE ANYTHING ELSE YOU WOULD LIKE TO ADD TO YOUR**
15 **TESTIMONY?**

16 A: Based on my testimony above, I would like to reiterate that TracFone meets all
17 legal requirements for designation as an ETC. Accordingly, the South Carolina
18 Public Service Commission should unconditionally and promptly grant
19 TracFone's petition for designation as an eligible telecommunications carrier so
20 that TracFone may commence providing its SafeLink Wireless service to low
21 income South Carolina households at the earliest possible time.
22

Exhibit 1

CTIA

Consumer Code *for* Wireless Service

To provide consumers with information to help them make informed choices when selecting wireless service, to help ensure that consumers understand their wireless service and rate plans, and to continue to provide wireless service that meets consumers' needs, the CTIA and the wireless carriers that are signatories below have developed the following Consumer Code. The carriers that are signatories to this Code have voluntarily adopted the principles, disclosures, and practices here for wireless service provided to individual consumers.

THE WIRELESS CARRIERS THAT ARE SIGNATORIES TO THIS CODE WILL:

ONE

DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS

For each rate plan offered to new consumers, wireless carriers will make available to consumers in collateral or other disclosures at point of sale and on their web sites, at least the following information, as applicable: (a) the calling area for the plan; (b) the monthly access fee or base charge; (c) the number of airtime minutes included in the plan; (d) any nights and weekend minutes included in the plan or other differing charges for different time periods and the time periods when nights and weekend minutes or other charges apply; (e) the charges for excess or additional minutes; (f) per-minute long distance charges or whether long distance is included in other rates; (g) per-minute roaming or off-network charges; (h) whether any additional taxes, fees or surcharges apply; (i) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (j) whether a fixed-term contract is required and its duration; (k) any activation or initiation fee; and (l) any early termination fee that applies and the trial period during which no early termination fee will apply.

TWO

MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE

Wireless carriers will make available at point of sale and on their web sites maps depicting approximate voice service coverage applicable to each of their rate plans currently offered to consumers. To enable consumers to make comparisons among carriers, these maps will be generated using generally accepted methodologies and standards to depict the carrier's outdoor coverage. All such maps will contain an appropriate legend concerning limitations and/or variations in wireless coverage and map

usage, including any geographic limitations on the availability of any services included in the rate plan. Wireless carriers will periodically update such maps as necessary to keep them reasonably current. If necessary to show the extent of service coverage available to customers from carriers' roaming partners, carriers will request and incorporate coverage maps from roaming partners that are generated using similar industry-accepted criteria, or if such information is not available, incorporate publicly available information regarding roaming partners' coverage areas.

THREE

PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE

When a customer initiates service with a wireless carrier or agrees to a change in service whereby the customer is bound to a contract extension, the carrier will provide or confirm the material terms and conditions of service with the subscriber.

FOUR

ALLOW A TRIAL PERIOD FOR NEW SERVICE

When a customer initiates service with a wireless carrier, the customer will be informed of and given a period of not less than 14 days to try out the service. The carrier will not impose an early termination fee if the customer cancels service within this period, provided that the customer complies with applicable return and/or exchange policies. Other charges, including airtime usage, may still apply.

FIVE

PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING

In advertising of prices for wireless service or devices, wireless carriers will disclose material charges and conditions related to the advertised prices, including if applicable and to the extent the advertising medium reasonably allows: (a) activation or initiation fees; (b) monthly access fees or base charges; (c) any required contract term; (d) early termination fees; (e) the terms and conditions related to receiving a product or service for "free;" (f) the times of any peak and off-peak calling periods; (g) whether different or additional charges apply for calls outside of the carrier's network or outside of designated calling areas; (h) for any rate plan advertised as "nationwide," (or using similar terms), the carrier will have available substantiation for this claim; (i) whether prices or benefits apply only for a limited time or promotional period and, if so, any different fees or charges to be paid for the remainder of the contract term; (j) whether any additional taxes, fees or surcharges apply; and (k) the amount or range of any such fees or surcharges collected and retained by the carrier.

SIX

SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS

On customers' bills, carriers will distinguish (a) monthly charges for service and features, and other charges collected and retained by the carrier, from (b) taxes, fees and other charges collected by the carrier and remitted to federal state or local governments. Carriers will not label cost recovery fees or charges as taxes.

SEVEN

PROVIDE CUSTOMERS THE RIGHT TO TERMINATE SERVICE FOR CHANGES TO CONTRACT TERMS

Carriers will not modify the material terms of their subscribers' contracts in a manner that is materially adverse to subscribers without providing a reasonable advance notice of a proposed modification and allowing subscribers a time period of not less than 14 days to cancel their contracts with no early termination fee.

EIGHT

PROVIDE READY ACCESS TO CUSTOMER SERVICE

Customers will be provided a toll-free telephone number to access a carrier's customer service during normal business hours. Customer service contact information will be provided to customers online and on billing statements. Each wireless carrier will provide information about how customers can contact the carrier in writing, by toll-free telephone number, via the Internet or otherwise with any inquiries or complaints, and this information will be included, at a minimum, on all billing statements, in written responses to customer inquiries and on carriers' web sites. Each carrier will also make such contact information available, upon request, to any customer calling the carrier's customer service departments.

NINE

PROMPTLY RESPOND TO CONSUMER INQUIRIES AND COMPLAINTS RECEIVED FROM GOVERNMENT AGENCIES

Wireless carriers will respond in writing to state or federal administrative agencies within 30 days of receiving written consumer complaints from any such agency.

TEN

ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY

Each wireless carrier will abide by a policy regarding the privacy of customer information in accordance with applicable federal and state laws, and will make available to the public its privacy policy concerning information collected online.

Exhibit 2

Privacy Policy

SAFELINK WIRELESS® service is U.S. government supported program for Income eligible households provided by TracFone Wireless.

Please read the TRACFONE Privacy Policy.

TRACFONE Wireless has instituted a comprehensive set of privacy policies and procedures to ensure that its Web site visitors' privacy is never compromised. The purpose of this privacy notice is to inform our Web site visitors of the type of information that TRACFONE, or a credit card processing partner acting on its behalf, collects from the Web site, how the information is gathered, how it is utilized, how long it is retained and how visitors can restrict its use or disclosure.

The primary focus of TRACFONE's privacy policy is to ensure that all Web site visitors' customer identification, which we term "customer identifiable information," is kept private at all times. As the term suggests, "customer identifiable information" is information which can be associated with a specific individual or entity, including, for example, a customer's name, address, or telephone number, e-mail address and information about online activities that are directly linked to them.

The collection of customer identifiable information is a critical element in the day-to-day operation of the Web site to allow TRACFONE to maintain the highest level of customer service for all Web site visitors. It is a common practice and often a necessity for companies, governments, or other organizations to collect customer identifiable information in order to conduct business and offer services.

TRACFONE always strives to safeguard the customer identifiable information obtained from its Web site users and visitors (collectively, "customers") from any unauthorized intrusions.

TRACFONE may contact people on the home phone number they enter on our website, input into our automated phone system or give to an agent in case of technical difficulties, promotions and/or reminders.

General

TRACFONE will not sell, trade, or disclose to third parties any customer identifiable information derived from the registration for, or use of, a TRACFONE product or service -- including customer names and addresses -- without the consent of the customer. TRACFONE will, however, disclose customer identifiable information as required by subpoena, search warrant, or other legal process or in the event that such customer is engaging in unlawful use of our Web site.

When TRACFONE uses third parties to perform services on its behalf, TRACFONE will request that such third parties protect your customer identifiable information consistently with this privacy policy. However, we cannot ensure that all of your customer identifiable information will never be disclosed, as regulatory and/or other requirements may make disclosure necessary.

Collection and Use:

In some instances, TRACFONE may collect information that is not "customer identifiable information." Some examples of this type of information include the type of Internet browser you are using, the type of operating

system you have configured on your computer, and the domain name of the Web site and/or Internet Service Provider from which you are linked to our Web site. TRACFONE primarily uses this information for market research and optimizing its systems in order to deliver the best customer experience possible.

TRACFONE may collect and use customer identifiable information for various purposes, including but not limited to, billing purposes, to provide or change service, to anticipate and resolve problems with your service, or to inform you of products and services that better meet your needs. This means that TRACFONE may use your customer identifiable information, in conjunction with information available from other sources, to market new services that may be of interest to you, but TRACFONE will not disclose your customer identifiable information to third parties who want to market products to you.

Declining e-mail offers:

TRACFONE will only send our customers e-mail regarding promotional offers or other news if a customer specifically grants us permission. A customer has the right to choose not to receive TRACFONE e-mail direct marketing communications by simply notifying us of their preference. This process is commonly termed opting-out or unsubscribing. At any time, a customer can unsubscribe from our e-mail list by clicking on the unsubscribe link found at the bottom of every message or promotion delivered electronically to our customers. Upon such choice, TRACFONE (a) will not contact that customer directly with TRACFONE promotional messages, and (b) will not use customer identifiable information obtained from that customer's registration to contact that customer with TRACFONE product or service messages. A customer may also choose not to receive such messages by notifying TRACFONE via fax or mail.

Security:

TRACFONE has gone to great lengths to implement technology and security features to safeguard the privacy of your customer identifiable information from unauthorized access or improper use, and TRACFONE, based on its judgment, will continue to enhance its security procedures as new technology becomes readily available. However, since there is no such thing as "perfect Internet security", TRACFONE cannot provide any guarantees of 100% security compliance.

E-mail Contents:

TRACFONE will not read or disclose to third parties private e-mail communications that are transmitted using TRACFONE services except as required to operate the service or as otherwise authorized by law.

Improper Conduct:

TRACFONE may also use customer identifiable information to investigate and help prevent potentially unlawful activity or activity that threatens the network or otherwise violates the customer agreement for that service.

Account Information:

TRACFONE honors requests from customers for account information and will correct any such information, which may be inaccurate. Customers may contact TRACFONE to verify that appropriate corrections have been made.

Cookies

When you visit our Web site, we may store information on your computer that allows us to identify you immediately. This process is often referred to as "cookie" technology. More specifically, a cookie is a commonly used Internet standard which stores, in a very small text file on the customer's hard disk, information specific to the customer. Our Web site makes limited use of cookies in an effort to improve our level of service to our Web site visitors. Cookies cannot be accessed by any other Web site other than the Web site issuing the cookie. The private features of our Web site are only accessible when cookies are enabled in the customer's browser. If a customer does not wish to utilize cookies, this feature may be disabled within the customer's Web browser. However, by disabling cookies, a customer will not have access to private areas of our Web site through that browser.

Other Web sites

Since TRACFONE's Web site contains links to other Web sites, we are not responsible for the content or privacy practices employed by these other Web sites. It is possible that on some occasions, these third party Web sites may in fact collect personal information from our customers. We recommend that you examine the privacy policies of such third party Web sites prior to submitting any personal information, as they may differ from ours.

In some instances, our Web site content is also featured on other Web sites with differing or non-existent privacy policies. These Web sites may collect personal information from their customers that may or may not be used in conjunction with our Web site information. Prior to supplying any personal information to any third party company linking to our Web site, please read and understand their privacy policy.

Advertisements

Advertisements may appear on pages throughout our Web site. Some advertisements may request information directly from our customers or take our customers to Web sites that may request personal information. TRACFONE has no control over its advertisers' privacy policies, so please examine the privacy policy of any company advertising on our Web site prior to submitting any personal information.

Third Party Advertising Companies

We may use third-party advertising companies to serve ads on our behalf. These companies may employ cookies and action tags (also known as single pixel gifs or web beacons) to measure advertising effectiveness. Any information that these third parties collect via cookies and action tags is completely anonymous. If you would like more information about this practice and your choices, [click here](#). You may also visit the Advertising.com Privacy Policy, [click here](#).

Surveys

Occasionally, we may conduct surveys on our Web site. Surveys are conducted at random and are completely voluntary to our Web site visitors. The survey may require a customer to provide customer identifiable information in exchange for the information or services provided by the survey. We may use this information in an aggregate manner to better tailor the type of services, information, and advertising that are provided on our Web site.

Policy Changes

TRACFONE reserves the right to change its privacy policy by publishing new terms on its Web site at any time and your access and use of the TRACFONE Web site thereafter constitutes your acknowledgment and acceptance of such amended policy. This privacy policy does not create any legal right for you or any third parties.

Children

TRACFONE Web sites are not structured to attract children under the age of 13. TRACFONE believes there is no information on its Web site, which is inappropriate or objectionable for viewing by children.

TRACFONE does not knowingly, directly or passively, collect information from children under the age of 13. If we create offers and products that make it appropriate to collect information from children under the age of 13, we will notify you of the change in this Policy. We also will ask a parent to confirm his/her consent in advance of any collection, use or disclosure of that information. We do not collect any information that is not submitted to us. We only use personally identifiable information so that we may better understand our users' needs and send information to users regarding new services or offerings, including but not limited to any sweepstakes or other offering. We do not sell any personally identifiable information or disclose any personally identifiable information to third parties.

Ordering online products and services from TRACFONE is limited to adults (ages 18+). However you should be aware that wireless devices and services purchased for family use may be used by minors without the knowledge of TRACFONE. If that happens, any information collected from the usage will appear to be the personal information of the actual adult subscriber and treated as such under this Policy.

Questions?

Please direct any questions or comments regarding our privacy policy to information@tracfone.com.

Exhibit 3

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67

☒ CLEAR CHANNEL

FREE government-supported cell phone.
FREE monthly minutes.

1-800-977-3768

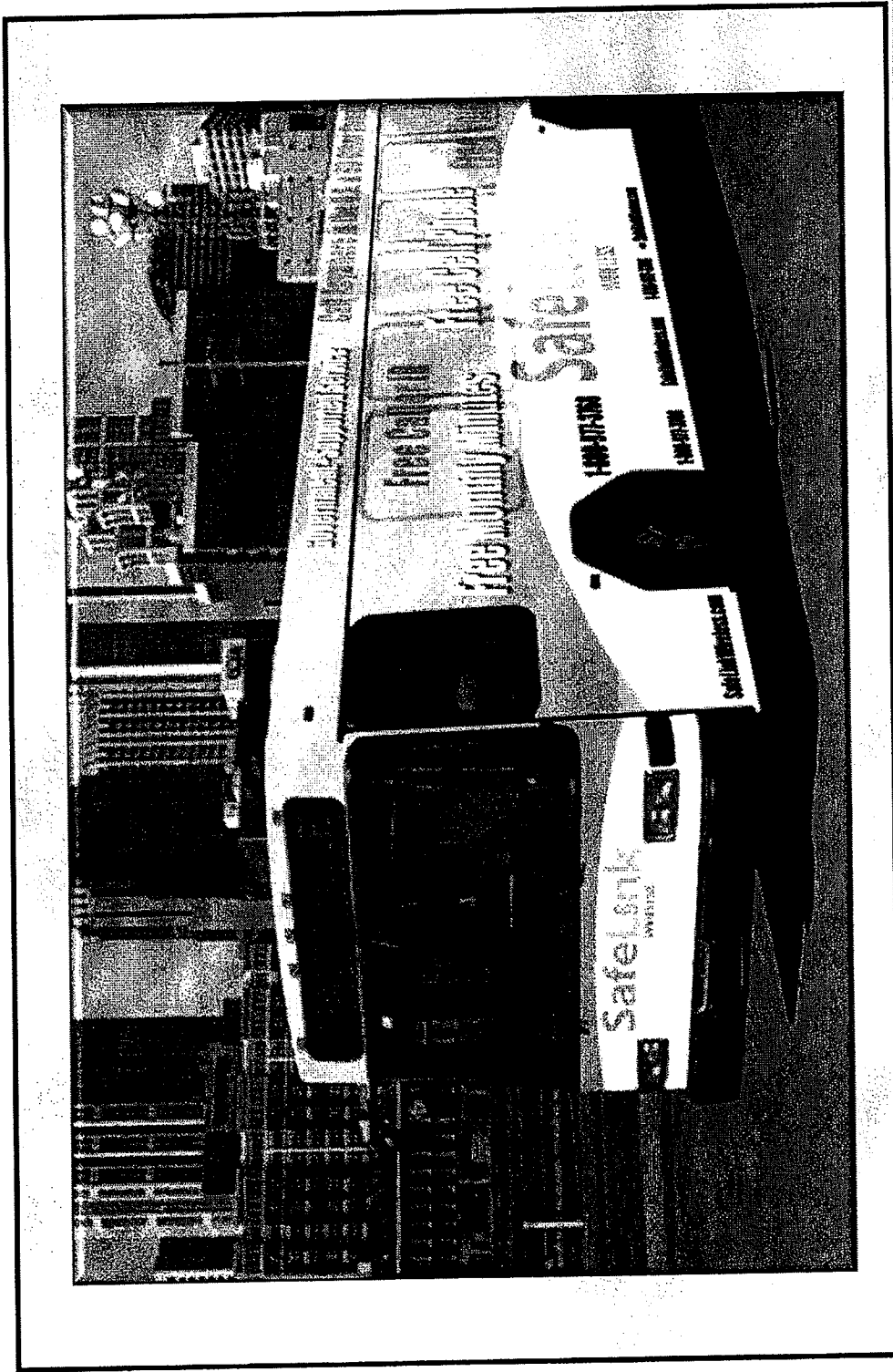
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SafelinkWireless.com

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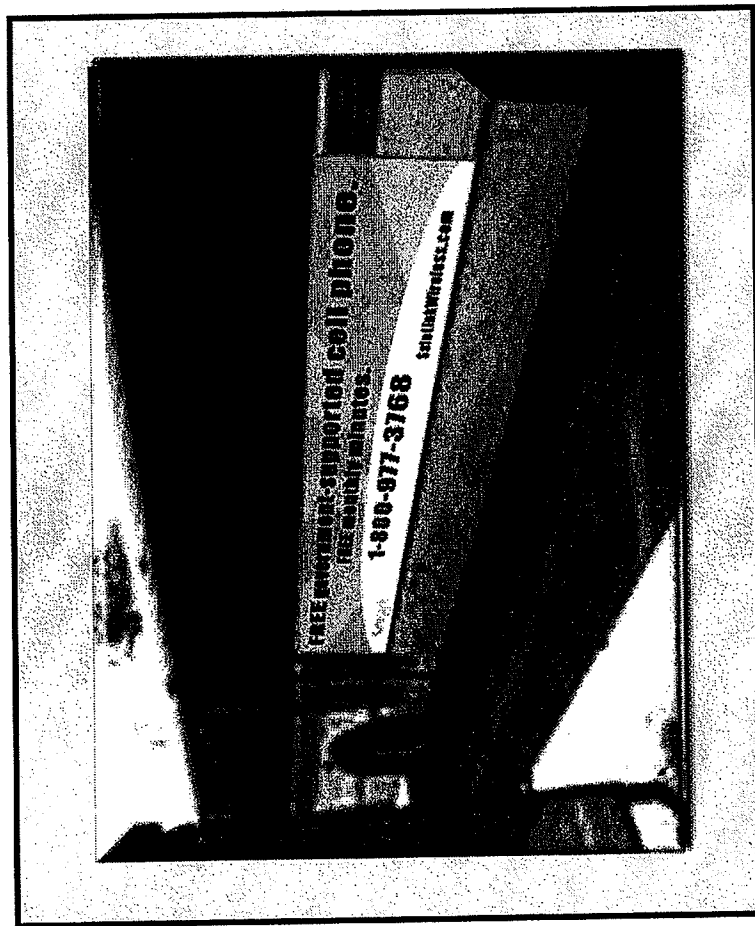
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WIRELESS

Bus Wraps



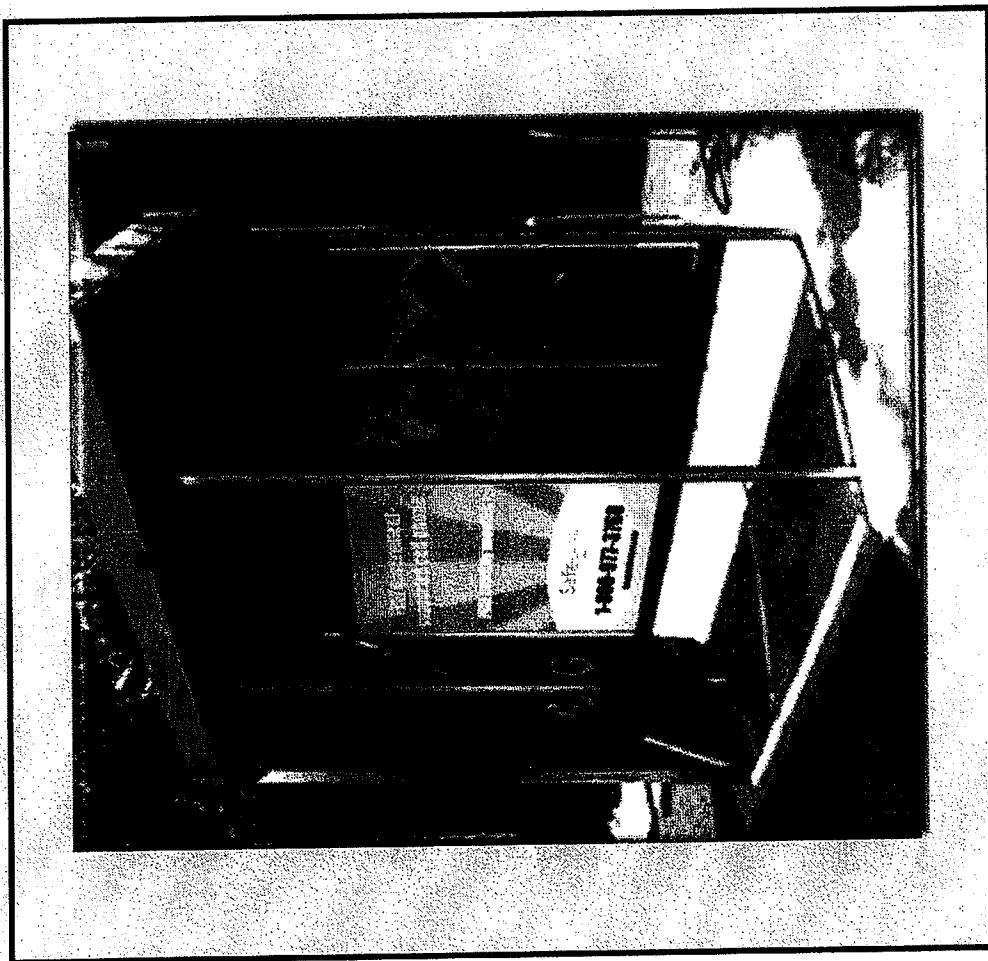
SafeLink
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Bus Shelters



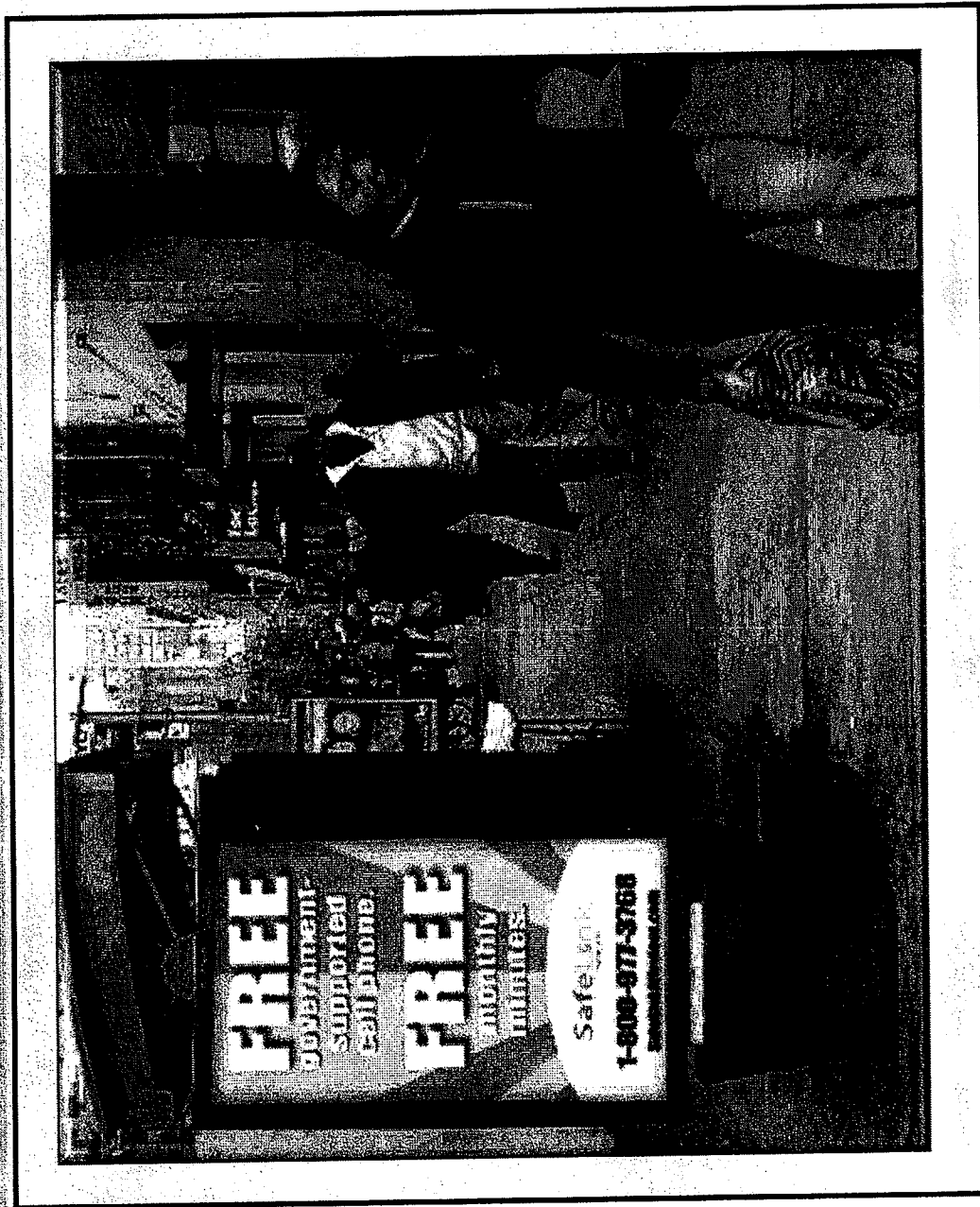
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WIRELESS

Bus Interior Cards



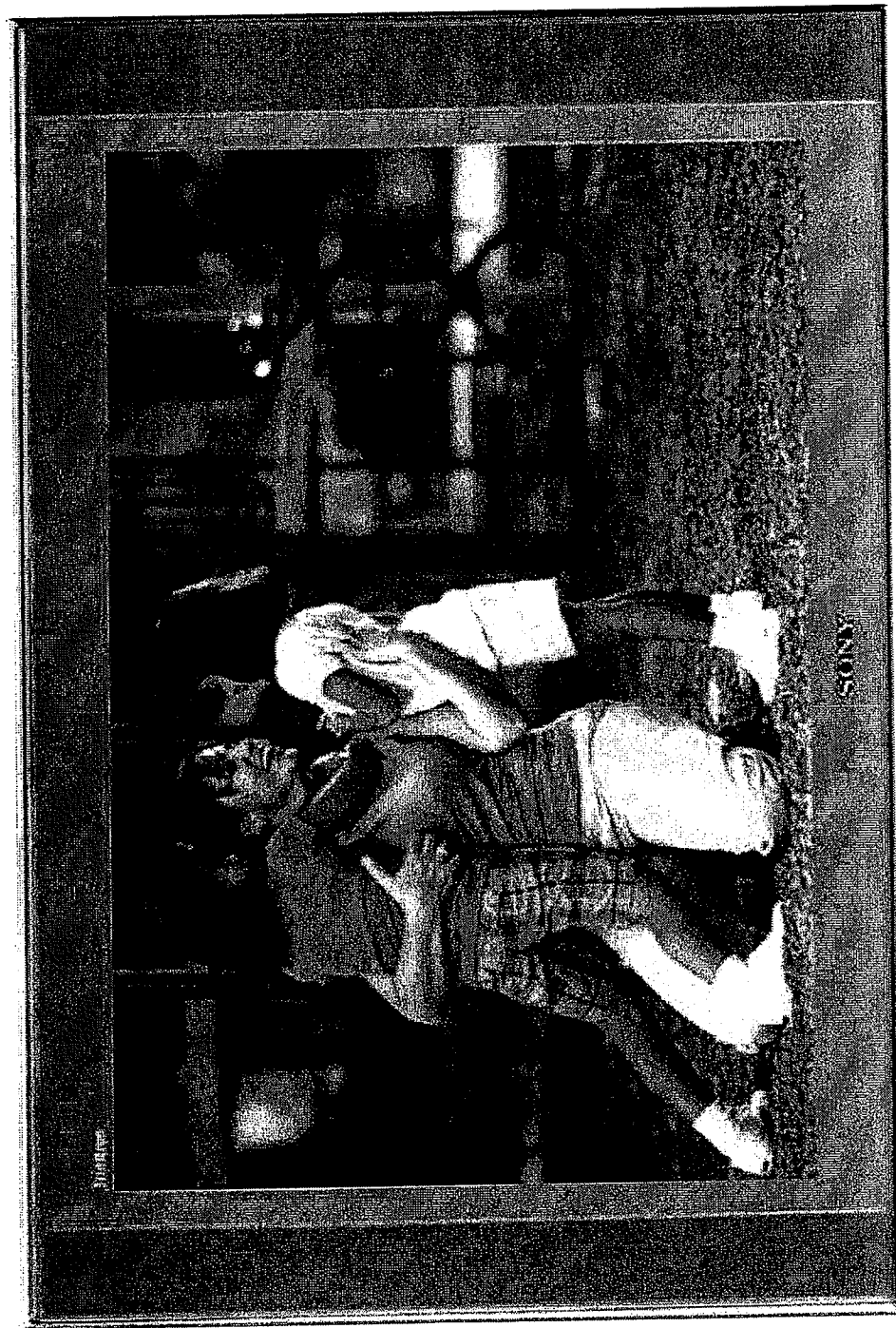
SafeLink
WIRELESS

Pay Phone Klosks



SafeLink
WIRELESS

SAFELINK WIRELESS COMMERCIAL SPOT



Safelink WIRELESS

Web Page

SafeLink Home Page - Mobile Entry

File Edit View History Bookmarks Tools Help

http://www.safelinkwireless.com/EnrollmentPublic/

Random Radio - Listen... Getting Started Latest Headlines Top News US News International Policies Business News

Check Status Service & Support Español

SafeLink WIRELESS

Learn PROGRAM INFORMATION **Enroll** ADD SAFELINK WIRELESS **Airtime** ADD OR BUY AIRTIME

SafeLink Wireless is a government supported program that provides a free cell phone and airtime each month for income-eligible customers.

To begin the process, enter your zip code

Am I eligible for SafeLink?

Is this really free?

www.safelinkwireless.com

SafeLink
WIRELESS

Exhibit 4

SAFELINK WIRELESS™

Terms and Conditions of Service

Please read these SAFELINK WIRELESS Terms and Conditions of Service carefully. SAFELINK WIRELESS is a service of TracFone Wireless, Inc. ("TracFone Wireless") These SAFELINK WIRELESS Terms and Conditions of Service are a legally binding agreement between you and TracFone Wireless. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. TracFone Wireless reserves the right to change or modify any of these SAFELINK WIRELESS Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these SAFELINK WIRELESS Terms and Conditions of Service will be binding once posted on the SAFELINK WIRELESS website found at www.safelink.com.

By qualifying and enrolling in the SAFELINK WIRELESS service (or Service) and by using the service (or Service), participant ("You") acknowledges and agrees to the following terms and conditions:

SAFELINK WIRELESS SERVICE DESCRIPTION

SAFELINK WIRELESS service (or Service) is a U.S. government supported program for income eligible households provided by TracFone Wireless. In order to participate in the SAFELINK WIRELESS Service, a person must meet certain eligibility requirements set by each state where the Service is to be provided. These requirements are based on a person's participation in a state or federal support program(s) or by meeting the Income Poverty Guidelines as defined by the U.S. Government. SAFELINK WIRELESS Service is limited to one (1) per household and only the head of household is permitted to apply for this Service. Any person applying for the SAFELINK WIRELESS Service must complete an application form, provide supporting documentation that he/she meets the eligibility requirements and agrees, under penalty of perjury, to the following terms:

- HE/SHE IS ELIGIBLE FOR AND CURRENTLY RECEIVES BENEFITS FROM THE PUBLIC ASSISTANCE PROGRAM(S) IDENTIFIED IN THE APPLICATION FORM.
- HE/SHE IS A HEAD OF HOUSEHOLD.
- HE/SHE DOES NOT CURRENTLY RECEIVE LIFELINE SUPPORT FOR A TELEPHONE LINE SERVING HIS/HER RESIDENTIAL ADDRESS AND NO OTHER RESIDENT IN HIS/HER HOUSEHOLD PARTICIPATES IN THE LIFELINE PROGRAM. IF HE/SHE IS ALREADY PARTICIPATING IN ANOTHER LIFELINE PROGRAM, THEN HE/SHE AGREES TO CANCEL HIS/HER CURRENT HOUSEHOLD LIFELINE SUPPORT PROVIDER IN FAVOR OF SAFELINK WIRELESS.
- HE/SHE IS NOT CLAIMED AS A DEPENDENT ON ANOTHER PERSON'S FEDERAL OR STATE INCOME TAX RETURN.
- HE/SHE WILL NOTIFY SAFELINK WIRELESS WHEN HE/SHE NO LONGER QUALIFIES FOR ANY OF THE PUBLIC ASSISTANCE PROGRAMS IDENTIFIED IN HIS/HER APPLICATION FORM BY CALLING 1- 800-SAFELINK.
- HE/SHE WILL NOTIFY SAFELINK WIRELESS OF ANY CHANGE OF ADDRESS BY CALLING 1- 800-SAFELINK
- THAT THE INFORMATION CONTAINED IN HIS/HER APPLICATION FORM IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

A person who submits a SAFELINK WIRELESS application, together with supporting documentation (when required), and who meets the eligibility requirements, will receive a free cellular phone provided by TracFone Wireless together with a free allotment of airtime minutes each month for one year. TracFone Wireless will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the SAFELINK WIRELESS Service. The airtime minutes you will receive on a monthly basis will vary from state to state. Please call SAFELINK WIRELESS at 1-800-SAFELINK or visit our website at www.SafelinkWireless.com, for further information on the number of minutes you will receive each month (if you qualify to participate in the Service). Persons who do not meet the eligibility requirements will be notified by U.S. Mail and the reason for the non-eligibility will be provided. To continue qualifying each year for SAFELINK WIRELESS™ Service, each customer will be required and is responsible to re-qualify on an annual basis or as dictated by their local state Public Service Commission. For

annual re-qualification requirements, TracFone Wireless will also conduct verification drives for each state according to its rules. If TracFone Wireless determines during its verification drive that a customer fails to re-qualify for SAFELINK WIRELESS Service, such customer will immediately be deemed ineligible to participate in the SAFELINK WIRELESS Service and will no longer receive the free monthly minutes. Once a customer no longer participates in the SAFELINK WIRELESS Service (either by choice, disqualification, cancellation or termination), such customer may retain the SAFELINK WIRELESS handset, as well as any remaining service days and minutes for their use. Such person may remain as a TracFone Wireless customer as long as he/she complies with the TracFone Wireless Terms and Conditions of Service set forth at www.tracfone.com. Upon the request of a state and/or federal authority, a SAFELINK WIRELESS customer's enrollment may also be cancelled. TracFone Wireless and SAFELINK WIRELESS reserve the right to cancel the enrollment of any customer and/or ban the SAFELINK WIRELESS phone from being reactivated for any fraud related reasons. If you have any questions, concerns, comments or complaints regarding SAFELINK WIRELESS Service, offerings or products, please call SAFELINK WIRELESS Customer Care at 1- 800-SafeLink. You may also contact your state's Public Service Commission/Public Utility Commission.

ACTIVATING AND USING YOUR SAFELINK WIRELESS HANDSET.

If your SAFELINK WIRELESS application is accepted, you will receive a pre-activated SAFELINK WIRELESS phone delivered to your home address noted in the application. You must accept the SAFELINK WIRELESS telephone number assigned to your SAFELINK WIRELESS phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the SAFELINK WIRELESS Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not SAFELINK WIRELESS, nor TracFone Wireless. Your SAFELINK WIRELESS phone can only be used through TracFone Wireless, and cannot be activated with any other wireless or cellular service. SAFELINK WIRELESS Services are provided at TracFone Wireless™ discretion. Some functions and features referenced in the Manufacturer's manual provided with your SAFELINK WIRELESS phone may not be available on your SAFELINK WIRELESS handset. TracFone Wireless may modify or cancel any Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement. While you are eligible and participating in the SAFELINK WIRELESS Service, you will receive your free monthly allotment of airtime minutes. However, in order to receive the monthly allotment you will need to turn on and leave on your SAFELINK WIRELESS handset the first few days of each month.

SELF-RETRIEVE AIRTIME MINUTES

If you DO not receive your monthly allotment of minutes because your phone was not on at the beginning of the month or your phone does not automatically retrieve minutes when turned on, your minutes may be self-retrieved by following the instructions below. If for any reason these instructions do not work on your handset, please call us at 1-800-SafeLink.

1. 1) Turn your SafeLink Wireless phone ON.
2. 2) From the Main screen, press the MENU key. Select "Prepaid."
3. 3) From the menu select, "Add Airtime/ Redeem Airtime."
4. 4) Dial 5 5 5 and press OK. If you are prompted for a promotional code, press "No."

Make sure to keep your SAFELINK WIRELESS phone ON to receive your Minutes!

If your phone does not allow you to self-retrieve or your phone does not automatically retrieve or if you are having

difficulty receiving your monthly allotment of minutes, then call SAFELINK WIRELESS Customer Care at 800-SafeLink.

AIRTIME RATES.

SAFELINK WIRELESS airtime is issued in minute/unit increments. ("Units" are the same as minutes.) Minutes/units are deducted from the SAFELINK WIRELESS phone in the following manner: all calls are charged at a rate of one (1) unit per minute. There is no additional charge for nationwide long distance or for international long distance to countries designated at www.tracfone.com.

TEXT MESSAGING.

The rates to send or receive a text message to another person's phone using your SAFELINK WIRELESS PHONE are 0.3 minutes/units per text message, for sending and 0.3 minutes/units per text for receiving. If you do not want minutes/units deducted from your SAFELINK WIRELESS phone, then do not send a text message and/or do not open any incoming text messages. SAFELINK WIRELESS Service does not allow international text messages. Attempting to send international messages could result in service deactivation. Please note that SAFELINK WIRELESS does not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than SAFELINK WIRELESS. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is a SAFELINK WIRELESS authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium SMS services or campaigns (not authorized by SAFELINK WIRELESS) whether you incur charges as deductions from your SAFELINK WIRELESS phone or from your credit card, are not refundable. You may purchase from SAFELINK WIRELESS ring tones, graphics and certain information services and utilize multi-media services with certain SAFELINK WIRELESS models. See SAFELINK WIRELESS Data Services below.

INTERNATIONAL CALLING.

You may now use your SAFELINK WIRELESS phone to make international calls to landlines (including some cellular phones in some countries) at no additional charge (See www.tracfone.com for available countries and details). The available countries are subject to change without prior notice. In order to place an international call, you will need to dial the international long distance access number 1-800-706-3839 and follow the instructions. From Alaska, Hawaii and the U.S. Virgin Islands you will need to dial 305-938-5673 as the international long distance access number. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialled numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. SAFELINK WIRELESS will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your SAFELINK WIRELESS phone when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

ADDING AIRTIME.

Your SAFELINK WIRELESS phone will only operate when you have airtime minutes/units available on the SAFELINK WIRELESS handset. If you run out of your free monthly allotment of airtime, you may purchase and add airtime to your phone. You add airtime by entering the PIN (obtained from either a SAFELINK WIRELESS or TracFone Wireless airtime card). You must add your airtime to your SAFELINK WIRELESS phone within one year from the date of purchase; otherwise the card/PIN expires and you will not be able to add those minutes to your SAFELINK WIRELESS phone; nor receive a refund for any unused minutes.

AIRTIME CARDS.

SAFELINK WIRELESS customers may purchase and use for their SAFELINK WIRELESS handset any TracFone Wireless airtime cards, including Double Minute Airtime cards. Each TracFone Wireless airtime card comes with a number of minutes and a service period that begins to run from the day you add airtime to your SAFELINK WIRELESS phone.

The free monthly allotment of minutes received by the SAFELINK WIRELESS customer while enrolled in the Double Minutes for Life program will not double with the purchase and addition of any airtime cards. **NOTE: On the 60, 90 and 120 minute TracFone Wireless airtime cards, SafeLink Wireless customers will receive an additional 40, 35 and 30 minutes respectively, and these minutes do not double with any TracFone Wireless Double Minute airtime cards.**

For each TracFone Wireless airtime card purchased and used on a SAFELINK WIRELESS handset, the SAFELINK WIRELESS customer will receive the following:

Card	Minutes	Service Days	Other
60	100	90	N/A
90	125	90	N/A
120	150	90	N/A
200	200	90	N/A
450	450	90	N/A
One Year Service Card	250 or 400	365	N/A
One Year plus Double Minute	800	365	Double minutes for life of single handset after you purchase and add this card; not transferable to another handset even if phone is damaged, lost or stolen. The minutes that come with this card will not double. Free monthly minutes to SAFELINK WIRELESS customers do not double.
Double Minute Card	0	0	Double minutes for life of single handset after you purchase and add this card; not transferable to another handset even if phone is damaged, lost or stolen. The minutes that come with this card will not double. Free monthly minutes to SAFELINK WIRELESS

			customers do not double.
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You may also purchase SAFELINK WIRELESS airtime cards at selected retail stores. SAFELINK WIRELESS customers will receive the following:

Card	Minutes	Service Days	Other
15	15	0	N/A
25	25	0	N/A
50	50	0	N/A

For each additional TracFone airtime card you add your Service End Date will be extended by the number of days specified on the card or cash register receipt, without limitation. "Service End Date" is the last day of your service period. Airtime minutes added to your SAFELINK WIRELESS handset do not expire with active service and at least one Transaction during a consecutive sixty day period. A "Transaction" shall be defined as any one of the following (i) your phone's receipt of the monthly allotment of airtime or the purchase; (ii) addition of either a TracFone Wireless or SAFELINK WIRELESS airtime card or (iii) usage of your phone (making a call, text or data usage). Airtime minutes do not have any cash value. Promotional, bonus and other non-purchased airtime minutes will not double. The purchase of any airtime card is non-refundable. Airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.

SERVICE END DATE AND DEACTIVATION.

SAFELINK WIRELESS enrolled customers will receive 365 days of service upon qualification, enrollment and then another 365 days of service for re-qualification and re-enrollment. If you use your phone regularly and receive your monthly minutes, but do not re-qualify or re-enroll and/or do not purchase and add airtime prior to the **Service End Date**, which is the date displayed on your handset screen, your service will be deactivated on the last day of service (your Service End Date). In the event TracFone Wireless requires you to re-qualify and re-enroll in the SAFELINK WIRELESS Service and you fail to do so and you do not purchase a TracFone airtime card providing service days, then your service will be deactivated on your Service End Date and you will lose your handset phone number, even if you have minutes remaining. To prevent this from occurring, please keep your handset service active by both re-qualifying and re-enrolling or by purchasing and adding TracFone airtime cards before the Service End Date. Notwithstanding the Service End Date displayed on your handset, SAFELINK WIRELESS and TracFone Wireless reserve the right to cancel the enrollment of any handset from the SAFELINK WIRELESS service when your handset remains 60 consecutive days with no Transaction. If your SAFELINK WIRELESS Service is deactivated because of 60 consecutive days with no Transaction, your handset may be reactivated by calling 1-800-SafeLink within the twelve month period from the initial enrollment or requalification date. When re-activated within the twelve month period of service, you will receive the monthly minutes that you were entitled to receive until being deactivated but will lose any minutes that you would have received during your deactivation period. If you attempt to re-activate after twelve months from the initial enrollment or requalification date then you will need to re-qualify and re-enroll and no compensation or replacement of unused minutes will be provided.

Once you reactivate, your SAFELINK WIRELESS handset may be assigned a new phone number. Airtime which remained at the time of deactivation will remain on your handset if it is reactivated within 60 days from the deactivation date. However, airtime which remained at the time of deactivation may be lost if your handset service remains deactivated for longer than 60 days.

AIRTIME USAGE. Airtime minutes will be deducted for all time during which your SAFELINK WIRELESS phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, 611, Customer Care, and to access your voice mail. Airtime minutes are deducted for all text messages sent and all incoming text messages which are opened. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging and accessing the TracFone Wireless Mobile Web ("WAP"). No credit is given for dropped calls.

UNAUTHORIZED USAGE; TAMPERING. The SAFELINK WIRELESS handset is provided exclusively for use by you, the end consumer with the SAFELINK WIRELESS Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your SAFELINK WIRELESS handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with TracFone Wireless. You agree not to unlock, re-flash, tamper with or alter your SAFELINK WIRELESS phone or its software, enter unauthorized PIN, engage in any other unauthorized or illegal use of your SAFELINK WIRELESS phone or the Service, or assist others in such acts, or to sell and/or export SAFELINK WIRELESS handsets outside of the United States. These acts violate TracFone Wireless™ rights and state and federal laws. Improper, illegal or unauthorized use of your SAFELINK WIRELESS phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action. TracFone Wireless will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your SAFELINK WIRELESS phone shall entitle TracFone Wireless to recover liquidated damages from you in an amount of not less than \$5,000 per SAFELINK WIRELESS handset purchased, sold, acquired or used in violation of this agreement.

Some SAFELINK WIRELESS handsets have SIM cards. If your SAFELINK WIRELESS phone has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. The Carriers, TracFone Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your SAFELINK WIRELESS phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by TracFone Wireless for which your Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for your handset or unused airtime.

COVERAGE MAPS. You will find coverage maps on our website, www.tracfone.com. These maps are for general informational purposes only. TracFone Wireless does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. Thus, it is possible your phone will roam even in the area depicted as your home calling area. Actual coverage and service areas may vary from the maps and may change without notice.

ROAMING. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside the home calling

area. When your SAFELINK WIRELESS phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for roaming calls for the SAFELINK WIRELESS phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

LIMITATIONS OF SERVICE AND USE OF EQUIPMENT. Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At anytime, TracFone Wireless reserves the right to substitute and/or replace any SAFELINK WIRELESS equipment (including handsets) with other SAFELINK WIRELESS equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular SAFELINK WIRELESS handset may not be available on your phone. TracFone Wireless does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither TracFone Wireless, nor any Carrier, shall have any liability for Service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your SAFELINK WIRELESS phone outside during a lightning storm. You should also unplug the SAFELINK WIRELESS phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

WARRANTY EXCHANGE & LOST OR STOLEN PHONE POLICY

Warranty Exchange Policy: SAFELINK WIRELESS customers shall have up to one year from the activation date of their phone to return any defective phone to TracFone Wireless. TracFone Wireless will exchange a defective phone for another phone during this period of time only. For a defective phone replacement, call SAFELINK WIRELESS Customer Care at 1-800-SAFELINK.

Exclusions and Conditions. This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. TracFone Wireless does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your limited warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Lost or Stolen Phone Policy: For any lost or stolen SAFELINK WIRELESS phone, you may request and receive only one replacement phone per customer (The replacement phone will be a refurbished phone). All reported lost and stolen phones will be permanently deactivated. For the replacement phone resulting from a lost or stolen phone, SAFELINK WIRELESS will only replace the airtime minutes equivalent to the last Transaction (either the last monthly allocation of free minutes or the last airtime card redemption added to the phone). In the event you lose your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen in transit to the customer, before the customer receives the phone, then the airtime minutes will be reimbursed and the phone replaced (one time only). TracFone Wireless reserves the right to determine if a phone was lost or stolen in transit and decide whether to provide the customer with a new handset.

HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS

Any hearing, visual or speech impaired persons interested in applying for a specially equipped SAFELINK WIRELESS must specify the need(s) in the application and TracFone Wireless will make every effort to assist such customer in obtaining a handset and at the same time be in compliance with all applicable laws, rules, and regulations.

EMERGENCY CALLS.

If you are in an area where your SAFELINK WIRELESS phone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your SAFELINK WIRELESS in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

DATA SERVICES.

With certain SAFELINK WIRELESS phone models, you can download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through our Wireless Mobile Web ("WAP"). Data Services are additional Services offered by us and there is an additional charge or debit of minutes/units for use of such services.

Access/Purchase Data Services. In order to purchase, download or access Data Services, your handset must have active service and sufficient available airtime (minutes). Your handset will not let you open the WAP browser without an airtime balance of at least 10 minutes. Each time you access our Wireless WAP with your handset's browser, 0.5 units per minute will be deducted from your handset ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute.

Access Charges begin when your handset makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, view subscribed Information Services or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your handset to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge") and if you subscribe to an Information Services ("Subscription Charge"). The Content Charges and Subscription Charges vary depending on the type of content and/or subscription. You will be advised of the Content Charges and/or Subscription Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the handset for which they were purchased and cannot be transferred to any other device, including a new or replacement handset. Data Services are non-refundable and non-transferable.

Purchase Options for Data Services: You may purchase Data Services either through your handset's WAP browser or through the Internet (with a personal computer) at www.tracfone.com.

When you purchase Data Services from the Internet at www.tracfone.com, the Content Charge will be shown in both U.S. Dollars and in minutes/units. You will have the opportunity to select one of two payment options: (1)

using a credit card to pay the purchase price shown, or (2) a direct deduction of minutes from your SAFELINK WIRELESS handset. If you buy a TracFone card the number of minutes to be charged is based on the last airtime card added to your handset. See Purchasing Data Services With Airtime Minutes below.

How to purchase from the Internet (www.tracfone.com): Go to "Ringtones and More" at www.tracfone.com and enter your SAFELINK WIRELESS serial number (ESN /IMEI). This will take you to the Wireless Data Services content catalog where you can browse, sample and purchase ringtones and/or graphics. After you find a title, and select "Buy", you will then be presented with the two purchase options described above.

How to purchase through your handset's WAP browser: Select "BROWSER" on your handset. Then select "Start Browser" and you will be presented with a menu. When you use your handset's WAP browser to purchase Data Services, only the unit charge purchase option is available. Credit card payments are not available when purchasing through your handset. Note: Ringtones can only be sampled at www.tracfone.com.

Purchasing Data Services With Airtime Minutes: If you add TracFone airtime cards, the charges for Data Services purchases are determined by the last airtime card added to your handset. The chart below details the number of minutes you will be charged for each dollar you spend for the Data Services you purchase. Your TRACFONE will be assigned the appropriate dollar-to-minute conversion factor each time an airtime card is added to your handset. The charges for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion factor(s) are subject to change without prior notice.

Dollar-To-Minute Conversion Factors for Data Services	
If the last airtime card you added to your handset was:	You will have this number of minutes deducted per dollar you spend on Data Services:
TRACFONE Airtime Cards	
30, 40 or 60 minute cards	3.00
90 minute card	3.60
100 or 120 minute cards	4.00
200, 250 or 400 minute cards	5.00
450 minute card	5.62
200, 250 or 400 minute cards with Double Minutes	3.00
Annual Plan and Double Minute Prepaid Plan Cards	
150 unit Annual Plan card	1.66
250 unit Annual Plan card	2.50
400 minute Annual Plan Card	4.00
800 minute Annual Plan Card	5.71
Double Minute Card without minutes	N/A
300 minute Double Minute Annual Prepaid Plan Card	2.30
400 minute Double Minute Annual Prepaid Plan Card	3.07
Regular Airtime Cards Added to TRACFONE's with active Double Minute Benefit	
30, 40 or 60 minute cards with Double Minutes	6.00
90 minute card with Double Minutes	7.20
100 or 120 minute cards with Double Minutes	8.00
200, 250 or 400 minute cards with Double Minutes	10.00
450 minute card	11.24
Other (not listed above) Airtime cards with Double Minutes	6.00

Subscription to Information Services. For Data enabled phones, SAFELINK WIRELESS offers two options for subscription-based Information Services (news, weather and sports): (1) a one-day (24 hour) subscription or (2) a 30-day subscription.

A subscription for Information Services allows you to view the various Information Services during the duration of the subscription. For example, a 30-day subscription allows access to news, weather and sports at any time during the 30-day period. In addition to the initial Subscription Charge to purchase the one-day or 30-day subscription, you will also incur Access Charges whenever you open your handset's WAP browser to access/view the Information Services. The Access Charge is 0.5 minutes/units per minute. Subscriptions to Information Services can only be purchased directly from your handset.

Subscriptions to Information Services are only accessible on the handset on which they were purchased and cannot be transferred to any other device, including a new or replacement handset. Information Services are non-refundable and non-transferable.

Your SAFELINK WIRELESS Service must remain active to access your subscription to Information Service. If your service expires, your subscription to Information Services will be terminated. Your Information Services subscription will not be reinstated, even if your handset is reactivated during the original subscription period. There is no pro-rated refund of Subscription Charges as a result of deactivation or expiration of service.

Charges for MMS (e.g., picture messaging). You will be charged 1.0 unit to send or receive a multi-media message (the "MMS Charge"). In addition to the 1.0 unit MMS Charge, there will also be an additional WAP Access Charge of 0.5 units per minute for the time it takes to send or receive the multi-media message. The total WAP Access Charge will vary depending on the size of the multi-media message being sent or received.

Additional Access Charges for Data Services. In addition to the Content Charges, Subscription Charges and MMS Charges, and regardless of the payment option you use, there is always an additional Access Charge of 0.5 units per minute associated with downloading content, accessing/viewing Information Services or utilizing MMS. Total Access Charges will vary depending on the size of the content and the actual time it takes to download the content, access/view the Information Service or utilize MMS.

Modifications, Interruptions, or Discontinuation of Data Service. SAFELINK WIRELESS does not guarantee the availability of Data Services neither on all its models nor at any time. SAFELINK WIRELESS reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas. SAFELINK WIRELESS is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, SAFELINK WIRELESS will NOT refund/reimburse you for any remaining used or unused subscription time. If you cancel, or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

Non-Rated Content. SAFELINK WIRELESS and TracFone Wireless strive to present and offer only generally acceptable content. However, it is impossible to proof all content, titles and news articles for appropriate content. Our wireless content is NOT rated and you are solely responsible for the use of such material, which may be offensive or objectionable to you or to others. You agree not to hold SAFELINK WIRELESS or TracFone Wireless liable for any offensive or objectionable content.

LIMITATION OF LIABILITY. TracFone Wireless will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. TracFone Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties. When your SAFELINK WIRELESS phone is returned to SAFELINK WIRELESS for any reason, TracFone Wireless is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

INDEMNIFICATION. You agree to indemnify and hold harmless TracFone Wireless from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a SAFELINK WIRELESS phone and/or use of the SAFELINK WIRELESS Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

BINDING ARBITRATION. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR SAFELINK WIRELESS PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF TRACFONE WIRELESS™ AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with TracFone Wireless, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude TracFone Wireless from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your SAFELINK WIRELESS phone, its software, the Service and/or PIN numbers in state or federal court. References to you and TracFone Wireless include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to TracFone Wireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating an arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. The AAA Rules are available online at www.tracfone.com or by calling the AAA at 1-800-778-7870. You and TracFone Wireless agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and TracFone Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of an arbitration

will be divided between you and TracFone Wireless in accordance with the WIA Rules, except that TracFone Wireless will reimburse you for the amount of the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless TracFone Wireless and you agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law, TracFone Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor TracFone Wireless shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered into by any court having jurisdiction thereof.

PRIVACY POLICY. To view the SAFELINK WIRELESS Privacy Policy refer to the SAFELINK WIRELESS website found at www.safelink.com.